

2550 Golf Road
Rolling Meadows, IL 60008

9007-A

Telephone: 312/640-7000

EVANS / **EVANS RAILCAR**
PRODUCTS COMPANY
LEASING COMPANY
DIVISION

RECORDATION NO. 9007-A

Filed 1425

OCT 5 1984 - 10 10 AM, 1984

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C.

No. 4-279A100
Date OCT 5 1984
Fee \$ 10.00
ICC Washington, D.C.

Dear Secretary:

Pursuant to 49 U.S.C. § 11303 and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing three fully executed counterparts of that certain First Amendment to Security Agreement dated as of September 10, 1984. The parties to the First Amendment are:

Debtor: Evans Railcar Leasing Company
The East Tower, #1000
2550 Golf Road
Rolling Meadows, IL 60008

Secured Party: Continental Illinois National
Bank and Trust Company
of Chicago
231 South LaSalle Street
Chicago, IL 60697

A description of the equipment covered by the First Amendment is attached hereto as Exhibit A.

The enclosed First Amendment relates to that certain Security Agreement dated as of August 1, 1977 and recorded with the Interstate Commerce Commission on September 21, 1977 as ICC Recordation No. 9007. Accordingly, we request that the First Amendment be filed as a subfiling under that number.

Enclosed herewith is a check in the amount of \$10.00 in payment of the applicable recording fees.

MOTOR OPERATING UNIT
OCT 5 10 25 AM '84
THE SECRETARY
ICC OFFICE OF

AQ

Interstate Commerce Commission
Page Two

Since these documents are being delivered to you by hand, we would appreciate it if you would return to the bearer the duly stamped counterparts of the First Amendment not required to be kept by you, or, if it is not possible to return them to the bearer, send them to: Mr. Gerald E. Beatty, Rosenthal and Schanfield, 55 East Monroe, #4620, Chicago, Illinois 60603

Very truly yours,

EVANS RAILCAR LEASING
COMPANY


Assistant Secretary

enclosures

EXHIBIT A

COLLATERAL LISTING
CM(R6499FSU) AS OF JULY 31, 1984

7:34 FRIDAY, AUGUST 17, 1984 19

FINANCE AGREEMENT	LOT NUMBER	* CAR # TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AQ 1412-00	*	GONDOLA-GB EVANS PRODUCTS CO	5332	76/03/05	1	76/03/05	10	0	USEX	6000
			GONDOLA-GB EVANS PRODUCTS CO	5331	76/03/05	1	76/03/05	10	0	USEX	6001
			GONDOLA-GB EVANS PRODUCTS CO	5330	76/03/05	1	76/03/05	10	0	USEX	6002
			GONDOLA-GB EVANS PRODUCTS CO	5329	76/03/05	1	76/03/05	10	0	USEX	6003
			GONDOLA-GB EVANS PRODUCTS CO	5328	76/03/05	1	76/03/05	10	0	USEX	6004
			GONDOLA-GB EVANS PRODUCTS CO	5327	76/03/05	1	76/03/05	10	0	USEX	6005
			GONDOLA-GB EVANS PRODUCTS CO	5326	76/03/05	1	76/03/05	10	0	USEX	6006
			GONDOLA-GB EVANS PRODUCTS CO	5325	76/03/05	1	76/03/05	10	0	USEX	6007
			GONDOLA-GB EVANS PRODUCTS CO	5324	76/03/05	1	76/03/05	10	0	USEX	6008
			GONDOLA-GB EVANS PRODUCTS CO	5323	76/03/05	1	76/03/05	10	0	USEX	6009

N=10

ISSUE	AQ 1452-00	*	REFRIG-RBL CANADIAN FOREST PRODUCTS	13367	76/08/02	1	76/08/02	7	6	USEX	2040
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13363	76/08/02	1	76/08/02	7	6	USEX	2043
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13362	76/08/02	1	76/08/02	7	6	USEX	2045
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13360	76/08/02	1	76/08/02	7	6	USEX	2047
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13358	76/08/02	1	76/08/02	7	6	USEX	2049
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13334	76/08/02	1	76/08/02	7	6	USEX	2050
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13333	76/08/02	1	76/08/02	7	6	USEX	2051
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13330	76/08/02	1	76/08/02	7	6	USEX	2052
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13301	76/08/02	1	76/08/02	7	6	USEX	2056
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13303	76/08/02	1	76/08/02	7	6	USEX	2058
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13307	76/08/02	1	76/08/02	7	6	USEX	2062
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13314	76/08/02	1	76/08/02	7	6	USEX	2069
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13317	76/08/02	1	76/08/02	7	6	USEX	2072
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13318	76/08/02	1	76/08/02	7	6	USEX	2073
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13319	76/08/02	1	76/08/02	7	6	USEX	2074
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13320	76/08/02	1	76/08/02	7	6	USEX	2075
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13322	76/08/02	1	76/08/02	7	6	USEX	2077
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13323	76/08/02	1	76/08/02	7	6	USEX	2078
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13327	76/08/02	1	76/08/02	7	6	USEX	2082
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13329	76/08/02	1	76/08/02	7	6	USEX	2084
			REFRIG-RBL CANADIAN FOREST PRODUCTS	16558	76/08/02	1	76/08/02	7	6	USEX	2085
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13331	76/08/02	1	76/08/02	7	6	USEX	2086
			REFRIG-RBL CANADIAN FOREST PRODUCTS	26393	76/08/02	1	76/08/02	7	6	USEX	2089
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13337	76/08/02	1	76/08/02	7	6	USEX	2092
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13342	76/08/02	1	76/08/02	7	6	USEX	2097
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13350	76/08/02	1	76/08/02	7	6	USEX	2105
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13352	76/08/02	1	76/08/02	7	6	USEX	2107
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13353	76/08/02	1	76/08/02	7	6	USEX	2108
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13354	76/08/02	1	76/08/02	7	6	USEX	2109
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13357	76/08/02	1	76/08/02	7	6	USEX	2112

N=30

COLLATERAL LISTING
CM(R6499FSU) AS OF JULY 31, 1984

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FINANCE AGREEMENT	LOT NUMBER	* CAR # TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AQ 1452-50	#	REFRIG-RBL LEASE POOL	13361	0/00/00	0	0/00/00	0	0	0 USEX	2046
			REFRIG-RBL LEASE POOL	13359	0/00/00	0	0/00/00	0	0	0 USEX	2048
			REFRIG-RBL LEASE POOL	13313	0/00/00	0	0/00/00	0	0	0 USEX	2053
			REFRIG-RBL LEASE POOL	13300	0/00/00	0	0/00/00	0	0	0 USEX	2055
			REFRIG-RBL LEASE POOL	13312	0/00/00	0	0/00/00	0	0	0 USEX	2067
			REFRIG-RBL LEASE POOL	11463	0/00/00	0	0/00/00	0	0	0 USEX	2068
			REFRIG-RBL LEASE POOL	13328	0/00/00	0	0/00/00	0	0	0 USEX	2083
			REFRIG-RBL LEASE POOL	13335	0/00/00	0	0/00/00	0	0	0 USEX	2090
			REFRIG-RBL LEASE POOL	13339	0/00/00	0	0/00/00	0	0	0 USEX	2094
			REFRIG-RBL LEASE POOL	13341	0/00/00	0	0/00/00	0	0	0 USEX	2096
			REFRIG-RBL LEASE POOL	13344	0/00/00	0	0/00/00	0	0	0 USEX	2099
			REFRIG-RBL LEASE POOL	13345	0/00/00	0	0/00/00	0	0	0 USEX	2100
			REFRIG-RBL LEASE POOL	13349	0/00/00	0	0/00/00	0	0	0 USEX	2104

N=13

ISSUE	AQ 1483-00	*	BOX-XF LOUISIANA MIDLAND RAILWAY	28948	76/12/10	1	76/12/10	15	0	0 LOAM	5000
			BOX-XF LOUISIANA MIDLAND RAILWAY	28947	76/12/10	1	76/12/10	15	0	0 LOAM	5001
			BOX-XF LOUISIANA MIDLAND RAILWAY	28946	76/12/10	1	76/12/10	15	0	0 LOAM	5002
			BOX-XF LOUISIANA MIDLAND RAILWAY	28945	76/12/10	1	76/12/10	15	0	0 LOAM	5003
			BOX-XF LOUISIANA MIDLAND RAILWAY	28944	76/12/10	1	76/12/10	15	0	0 LOAM	5004
			BOX-XF LOUISIANA MIDLAND RAILWAY	28943	76/12/10	1	76/12/10	15	0	0 LOAM	5005
			BOX-XF LOUISIANA MIDLAND RAILWAY	28938	76/12/10	1	76/12/10	15	0	0 LOAM	5006
			BOX-XF LOUISIANA MIDLAND RAILWAY	28937	76/12/10	1	76/12/10	15	0	0 LOAM	5007
			BOX-XF LOUISIANA MIDLAND RAILWAY	28942	76/12/10	1	76/12/10	15	0	0 LOAM	5008
			BOX-XF LOUISIANA MIDLAND RAILWAY	28941	76/12/10	1	76/12/10	15	0	0 LOAM	5009
			BOX-XF LOUISIANA MIDLAND RAILWAY	28940	76/12/10	1	76/12/10	15	0	0 LOAM	5010
			BOX-XF LOUISIANA MIDLAND RAILWAY	28939	76/12/10	1	76/12/10	15	0	0 LOAM	5011
			BOX-XF LOUISIANA MIDLAND RAILWAY	28936	76/12/10	1	76/12/10	15	0	0 LOAM	5012
			BOX-XF LOUISIANA MIDLAND RAILWAY	28935	76/12/10	1	76/12/10	15	0	0 LOAM	5013
			BOX-XF LOUISIANA MIDLAND RAILWAY	28934	76/12/10	1	76/12/10	15	0	0 LOAM	5014
			BOX-XF LOUISIANA MIDLAND RAILWAY	28933	76/12/10	1	76/12/10	15	0	0 LOAM	5015
			BOX-XF LOUISIANA MIDLAND RAILWAY	28932	76/12/10	1	76/12/10	15	0	0 LOAM	5016
			BOX-XF LOUISIANA MIDLAND RAILWAY	28931	76/12/10	1	76/12/10	15	0	0 LOAM	5017
			BOX-XF LOUISIANA MIDLAND RAILWAY	28930	76/12/10	1	76/12/10	15	0	0 LOAM	5018
			BOX-XF LOUISIANA MIDLAND RAILWAY	28929	76/12/10	1	76/12/10	15	0	0 LOAM	5019
			BOX-XF LOUISIANA MIDLAND RAILWAY	28928	76/12/10	1	76/12/10	15	0	0 LOAM	5020
			BOX-XF LOUISIANA MIDLAND RAILWAY	28927	76/12/10	1	76/12/10	15	0	0 LOAM	5021
			BOX-XF LOUISIANA MIDLAND RAILWAY	28926	76/12/10	1	76/12/10	15	0	0 LOAM	5022
			BOX-XF LOUISIANA MIDLAND RAILWAY	28925	76/12/10	1	76/12/10	15	0	0 LOAM	5023
			BOX-XF LOUISIANA MIDLAND RAILWAY	28924	76/12/10	1	76/12/10	15	0	0 LOAM	5024
			BOX-XF LOUISIANA MIDLAND RAILWAY	28923	76/12/10	1	76/12/10	15	0	0 LOAM	5025
			BOX-XF LOUISIANA MIDLAND RAILWAY	28922	76/12/10	1	76/12/10	15	0	0 LOAM	5026
			BOX-XF LOUISIANA MIDLAND RAILWAY	28921	76/12/10	1	76/12/10	15	0	0 LOAM	5027
			BOX-XF LOUISIANA MIDLAND RAILWAY	28920	76/12/10	1	76/12/10	15	0	0 LOAM	5028
			BOX-XF LOUISIANA MIDLAND RAILWAY	28919	76/12/10	1	76/12/10	15	0	0 LOAM	5029
			BOX-XF LOUISIANA MIDLAND RAILWAY	28918	76/12/10	1	76/12/10	15	0	0 LOAM	5030
			BOX-XF LOUISIANA MIDLAND RAILWAY	28917	76/12/10	1	76/12/10	15	0	0 LOAM	5031

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ISSUE	AQ 1483-00	* BOX-XF	LOUISIANA MIDLAND RAILWAY	28916	76/12/10	1	76/12/10	15	0	LOAM	5032
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28915	76/12/10	1	76/12/10	15	0	LOAM	5033
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28914	76/12/10	1	76/12/10	15	0	LOAM	5034
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28913	76/12/10	1	76/12/10	15	0	LOAM	5035
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28912	76/12/10	1	76/12/10	15	0	LOAM	5036
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28911	76/12/10	1	76/12/10	15	0	LOAM	5037
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28899	76/12/10	1	76/12/10	15	0	LOAM	5038
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28910	76/12/10	1	76/12/10	15	0	LOAM	5039
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28909	76/12/10	1	76/12/10	15	0	LOAM	5040
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28908	76/12/10	1	76/12/10	15	0	LOAM	5041
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28907	76/12/10	1	76/12/10	15	0	LOAM	5042
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28906	76/12/10	1	76/12/10	15	0	LOAM	5043
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28905	76/12/10	1	76/12/10	15	0	LOAM	5044
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28904	76/12/10	1	76/12/10	15	0	LOAM	5045
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28903	76/12/10	1	76/12/10	15	0	LOAM	5046
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28902	76/12/10	1	76/12/10	15	0	LOAM	5047
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28901	76/12/10	1	76/12/10	15	0	LOAM	5048
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28900	76/12/10	1	76/12/10	15	0	LOAM	5049

N=50

ISSUE	AQ 1487-10	* BOX-XF	ATLANTIC & WESTERN RAILWAY	28846	77/03/21	1	77/03/21	10	0	ATW	10001
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28847	77/03/21	1	77/03/21	10	0	ATW	10002
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28848	77/03/21	1	77/03/21	10	0	ATW	10003
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28849	77/03/21	1	77/03/21	10	0	ATW	10004
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28850	77/03/21	1	77/03/21	10	0	ATW	10005
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28851	77/03/21	1	77/03/21	10	0	ATW	10006
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28852	77/03/21	1	77/03/21	10	0	ATW	10007
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28853	77/03/21	1	77/03/21	10	0	ATW	10008
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28854	77/03/21	1	77/03/21	10	0	ATW	10009
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28855	77/03/21	1	77/03/21	10	0	ATW	10010
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28856	77/03/21	1	77/03/21	10	0	ATW	10011
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28858	77/03/21	1	77/03/21	10	0	ATW	10013
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28859	77/03/21	1	77/03/21	10	0	ATW	10014
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28860	77/03/21	1	77/03/21	10	0	ATW	10015
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28861	77/03/21	1	77/03/21	10	0	ATW	10016
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28862	77/03/21	1	77/03/21	10	0	ATW	10017
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28863	77/03/21	1	77/03/21	10	0	ATW	10018
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28864	77/03/21	1	77/03/21	10	0	ATW	10019
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28865	77/03/21	1	77/03/21	10	0	ATW	10020
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28866	77/03/21	1	77/03/21	10	0	ATW	10021
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28867	77/03/21	1	77/03/21	10	0	ATW	10022
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28868	77/03/21	1	77/03/21	10	0	ATW	10023
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28869	77/03/21	1	77/03/21	10	0	ATW	10024
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28870	77/03/21	1	77/03/21	10	0	ATW	10025
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28871	77/03/21	1	77/03/21	10	0	ATW	10026
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28872	77/03/21	1	77/03/21	10	0	ATW	10027
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28873	77/03/21	1	77/03/21	10	0	ATW	10028

COLLATERAL LISTING
CH(R6497FSU) AS OF JULY 31, 1984

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FINANCE AGREEMENT	LOT NUMBER	* CAR # TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AQ 1487-10	* BOX-XF	ATLANTIC & WESTERN RAILWAY	28874	77/03/21	1	77/03/21	10	0	ATW	10029
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28875	77/03/21	1	77/03/21	10	0	ATW	10030
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28876	77/03/21	1	77/03/21	10	0	ATW	10031
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28877	77/03/21	1	77/03/21	10	0	ATW	10032
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28878	77/03/21	1	77/03/21	10	0	ATW	10033
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28879	77/03/21	1	77/03/21	10	0	ATW	10034
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28880	77/03/21	1	77/03/21	10	0	ATW	10035
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28881	77/03/21	1	77/03/21	10	0	ATW	10036
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28882	77/03/21	1	77/03/21	10	0	ATW	10037
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28883	77/03/21	1	77/03/21	10	0	ATW	10038
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28884	77/03/21	1	77/03/21	10	0	ATW	10039
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28885	77/03/21	1	77/03/21	10	0	ATW	10040
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28886	77/03/21	1	77/03/21	10	0	ATW	10041
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28887	77/03/21	1	77/03/21	10	0	ATW	10042
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28888	77/03/21	1	77/03/21	10	0	ATW	10043
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28889	77/03/21	1	77/03/21	10	0	ATW	10044
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28890	77/03/21	1	77/03/21	10	0	ATW	10045
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28891	77/03/21	1	77/03/21	10	0	ATW	10046
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28892	77/03/21	1	77/03/21	10	0	ATW	10047
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28893	77/03/21	1	77/03/21	10	0	ATW	10048
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28894	77/03/21	1	77/03/21	10	0	ATW	10049
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28895	77/03/21	1	77/03/21	10	0	ATW	10050

N=49

Total number of cars = 152

OCT 5 1984 10 20 AM

FIRST AMENDMENT
TO
SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO SECURITY AGREEMENT, dated as of September 10, 1984, between EVANS RAILCAR LEASING COMPANY (formerly United States Railway Equipment Co.), an Illinois corporation, with its principal offices at 2550 Golf Road, East Tower, Suite 1000, Rolling Meadows, Illinois 60008 (the "Debtor") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, 231 South LaSalle Street, Chicago, Illinois 60697 (the "Secured Party").

WITNESSETH:

WHEREAS, as security for its \$2,175,000 9% Equipment Promissory Note, Issue AQ, dated September 23, 1977, issued to the Secured Party, the Debtor has executed and delivered in favor of the Secured Party a Security Agreement, dated as of August 1, 1977, and recorded with the Interstate Commerce Commission (the "ICC") on September 21, 1977 under Recordation No. 9007 (as from time to time now or hereafter amended, renewed, extended or otherwise modified, the "Security Agreement"; terms used herein and not otherwise defined herein shall have the same meaning as therein); and

WHEREAS, the Debtor has issued to the Secured Party the following promissory notes (as from time to time now or hereafter amended, renewed, extended or otherwise modified, the "Additional Notes") pursuant to the following agreements:

(i) \$10,000,000 10-1/2% Equipment Promissory Note, Issue AH, dated June 14, 1977, pursuant to a Loan Agreement, dated as of May 1, 1977, and secured by a Chattel Mortgage (Railroad Equipment Security Agreement), dated as of May 1, 1977 and recorded with the ICC on June 10, 1977 under Recordation No. 8851, and by Assignments of Leases, dated as of May 1, 1977 and recorded with the ICC on June 10, 1977 under Recordation Nos. 8851-A, 8851-B and 8851-C, respectively;

(ii) \$3,685,000 8-7/8% Equipment Promissory Note, Issue AK, dated June 16, 1977, pursuant to a letter agreement, dated June 1, 1977, and secured by a Security Agreement, dated as of June 1, 1977 and recorded with the ICC on June 10, 1977 under Recordation No. 8857;

(iii) \$1,950,000 8-7/8% Equipment Promissory Note, Issue AN, dated September 23, 1977, pursuant to a Loan Agreement, dated as of August 1, 1977, and secured by a Security Agreement, dated as of August 1, 1977 and recorded with the ICC on September 21, 1977 under Recordation No. 9008;

(iv) \$2,500,000 9-3/8% Equipment Promissory Note, Issue AR, dated April 26, 1978, pursuant to a Loan Agreement, dated as of April 1, 1978, and secured by a Security Agreement, dated as of April 1, 1978 and recorded with the ICC on April 25, 1978 under Recordation No. 9341;

(v) \$2,000,000 9-3/8% Equipment Promissory Note, Issue AP, dated April 26, 1978, pursuant to a Loan Agreement, dated April 1, 1978, and secured by a Security Agreement, dated as of April 1, 1978 and recorded with the ICC on April 25, 1978 under Recordation No. 9340; and

WHEREAS, the parties hereto wish to amend and supplement the Security Agreement so as to, among other things, expressly include the Additional Notes within the meaning of the "indebtedness hereby secured" (as defined in the Security Agreement) secured by the Security Agreement, and to revise certain provisions as to application of proceeds and substitution of Cars;

NOW, THEREFORE, in consideration of the premises and the agreements herein contained and other good and valuable considerations, the Debtor and Secured Party agree as follows:

1. INCLUSION OF ADDITIONAL NOTES IN "INDEBTEDNESS HEREBY SECURED" AND IN "NOTE". The term "indebtedness hereby secured" when used herein or in the Security Agreement shall be deemed to include the Additional Notes and all obligations of the Debtor under and in connection with the Additional Notes, whether now or hereafter existing, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due, in addition to all the other items of the "indebtedness hereby secured" enumerated in the recitals to the Security Agreement. The term "Note" (as defined in the Security Agreement) when used in Section 3 of the Security Agreement shall be deemed to mean all or any of the Note and the Additional Notes, as the Secured Party shall choose.

2. SUPPLEMENTS. Section 1.2 of the Security Agreement is hereby amended to add the following at the end thereof:

In addition, the Debtor shall, at its own expense:

(a) as to all Leases (with remaining terms in excess of three months) acquired or created after the date hereof, as to which the Secured Party may perfect its security interest therein granted pursuant to this Security Agreement by filing with the Interstate Commerce Commission, in the case of each such acquisition or creation, not later than ten (10) business days after the Debtor obtains rights therein, cause counterparts of a supplement to this Security Agreement, substantially in the form of Schedule II hereto (a "Supplement"), duly executed by the Debtor and describing such Leases in Schedule 1 thereto, to be delivered to the Secured Party and duly filed with the Interstate Commerce Commission; and

(b) as to all Cars listed on Schedule I hereto, as amended from time to time, not later than the fifth business day of each calendar month after any preceding calendar months in which there shall have occurred, since the date of the last Supplement executed pursuant to this clause (b), changes in reporting marks with respect to any of such Cars, cause counterparts of a Supplement, duly executed by the Borrower and describing all changes in reporting marks as to Cars listed in Schedule I hereto, as amended from time to time, since the date of the last Supplement executed pursuant to this Clause (b), to be duly filed with the Interstate Commerce Commission and delivered to the Secured Party.

The Security Agreement is hereby additionally amended to replace Schedule I thereto with Schedule I hereto and to add, as Schedule II thereto, Schedule II hereto.

3. APPLICATION OF PROCEEDS AND PREPAYMENTS. Section 2.1 of the Security Agreement is hereby amended to read as follows:

2.1. Without regard to whether an event of default under Section 3 hereof has occurred and is continuing, the Debtor agrees that it will, promptly upon receipt, pay over to the Secured Party all monies ("settlement monies") paid to it pursuant to any Lease as settlement for the loss, theft, destruction or damage beyond economical repair of any Car or Cars

leased thereunder, which settlement monies shall be immediately applied by the Secured Party to the prepayment of the principal of the Note in inverse order of the principal installments coming due on the Note (as defined in the Security Agreement), and then to the prepayment of the principal of the Additional Notes in inverse order of the principal installments coming due on any of such Additional Notes, together with any accrued interest on such principal installments. From and after the date hereof the Debtor shall promptly transmit to the Secured Party any notice or information it receives concerning loss, theft, destruction or damage beyond economical repair to Cars covered by the Leases requiring settlement payment under the Leases. With respect to all Cars for which the Secured Party has received settlement monies paid to the Debtor as required by the Leases, the Secured Party shall execute and deliver to the Debtor, if requested, a release of the lien of this Security Agreement with respect to such Car or Cars.

The Security Agreement is hereby additionally amended by deleting Section 2.2 therefrom, and by re-numbering Section 2.3 as Section 2.2.

4. RESTATEMENT AND RATIFICATION OF SECURITY AGREEMENT. The Debtor hereby restates herein, and ratifies, approves and confirms in each and every respect, all of the terms, conditions and provisions contained in the Security Agreement, except as herein expressly amended.

5. WARRANTIES, COVENANTS AND AGREEMENTS. The warranties, covenants and agreements contained in the Security Agreement are hereby remade by the Debtor and (together with the remedies contained in the Security Agreement) are in full force and effect as of the date hereof and apply to all mortgaged property.

6. MISCELLANEOUS.

(a) All references to the Security Agreement in any other document shall hereafter be deemed to refer to the Security Agreement as amended and supplemented hereby.

(b) This First Amendment has been executed in several counterparts, all of which are identical. Each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

(c) The indebtedness evidenced by the Note and the Additional Notes is a continuing indebtedness, and nothing herein or in any other document contained shall be construed to deem paid said Note, the Additional Notes or any of said indebtedness, or to release or terminate any mortgage, deed of trust, security agreement, assignment or any other lien securing said notes or any of said indebtedness.

(d) This First Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this First Amendment to Security Agreement as of the day, month and year first above written.

EVANS RAILCAR LEASING COMPANY

By *C. Richard Barry*
Vice President

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By *R. Padgett Hartung*
Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 21st day of September, 1984, before me personally appeared C. Richard Barney who me personally known, who being by me duly sworn, says that he is a Vice President of EVANS RAILCAR LEASING COMPANY, an Illinois corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alice A. Sopala
Notary Public

(NOTARIAL SEAL)

My Commission expires:

My Commission Expires Feb. 28th, 1987



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 3rd day of October, 1984, before me personally appeared Richard H. Smith to me personally known, who being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Baibara A. Van Orsdel
Notary Public

(NOTARIAL SEAL)

My Commission expires:

My Commission Expires July 25, 1987

Schedule I

COLLATERAL LISTING
CM(R6499FSU) AS OF JULY 31, 1984

7:34 FRIDAY, AUGUST 17, 1984 19

FINANCE AGREEMENT	LOT NUMBER	* CAR # TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AQ 1412-00	*	GONDOLA-GB EVANS PRODUCTS CO	5332	76/03/05	1	76/03/05	10	0	USEX	6000
			GONDOLA-GB EVANS PRODUCTS CO	5331	76/03/05	1	76/03/05	10	0	USEX	6001
			GONDOLA-GB EVANS PRODUCTS CO	5330	76/03/05	1	76/03/05	10	0	USEX	6002
			GONDOLA-GB EVANS PRODUCTS CO	5329	76/03/05	1	76/03/05	10	0	USEX	6003
			GONDOLA-GB EVANS PRODUCTS CO	5328	76/03/05	1	76/03/05	10	0	USEX	6004
			GONDOLA-GB EVANS PRODUCTS CO	5327	76/03/05	1	76/03/05	10	0	USEX	6005
			GONDOLA-GB EVANS PRODUCTS CO	5326	76/03/05	1	76/03/05	10	0	USEX	6006
			GONDOLA-GB EVANS PRODUCTS CO	5325	76/03/05	1	76/03/05	10	0	USEX	6007
			GONDOLA-GB EVANS PRODUCTS CO	5324	76/03/05	1	76/03/05	10	0	USEX	6008
			GONDOLA-GB EVANS PRODUCTS CO	5323	76/03/05	1	76/03/05	10	0	USEX	6009

N=10

ISSUE	AQ 1452-00	*	REFRIG-RBL CANADIAN FOREST PRODUCTS	13367	76/08/02	1	76/08/02	7	6	USEX	2040
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13363	76/08/02	1	76/08/02	7	6	USEX	2043
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13362	76/08/02	1	76/08/02	7	6	USEX	2045
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13360	76/08/02	1	76/08/02	7	6	USEX	2047
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13358	76/08/02	1	76/08/02	7	6	USEX	2049
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13334	76/08/02	1	76/08/02	7	6	USEX	2050
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13333	76/08/02	1	76/08/02	7	6	USEX	2051
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13330	76/08/02	1	76/08/02	7	6	USEX	2052
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13301	76/08/02	1	76/08/02	7	6	USEX	2056
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13303	76/08/02	1	76/08/02	7	6	USEX	2058
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13307	76/08/02	1	76/08/02	7	6	USEX	2062
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13314	76/08/02	1	76/08/02	7	6	USEX	2069
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13317	76/08/02	1	76/08/02	7	6	USEX	2072
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13318	76/08/02	1	76/08/02	7	6	USEX	2073
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13319	76/08/02	1	76/08/02	7	6	USEX	2074
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13320	76/08/02	1	76/08/02	7	6	USEX	2075
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13322	76/08/02	1	76/08/02	7	6	USEX	2077
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13323	76/08/02	1	76/08/02	7	6	USEX	2078
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13327	76/08/02	1	76/08/02	7	6	USEX	2082
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13329	76/08/02	1	76/08/02	7	6	USEX	2084
			REFRIG-RBL CANADIAN FOREST PRODUCTS	16558	76/08/02	1	76/08/02	7	6	USEX	2085
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13331	76/08/02	1	76/08/02	7	6	USEX	2086
			REFRIG-RBL CANADIAN FOREST PRODUCTS	26393	76/08/02	1	76/08/02	7	6	USEX	2089
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13337	76/08/02	1	76/08/02	7	6	USEX	2092
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13342	76/08/02	1	76/08/02	7	6	USEX	2097
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13350	76/08/02	1	76/08/02	7	6	USEX	2105
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13352	76/08/02	1	76/08/02	7	6	USEX	2107
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13353	76/08/02	1	76/08/02	7	6	USEX	2108
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13354	76/08/02	1	76/08/02	7	6	USEX	2109
			REFRIG-RBL CANADIAN FOREST PRODUCTS	13357	76/08/02	1	76/08/02	7	6	USEX	2112

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COLLATERAL LISTING
CM(R6499FSU) AS OF JULY 31, 1984

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FINANCE AGREEMENT	LOT NUMBER	* CAR TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AQ 1452-50	+	REFRIG-RBL LEASE POOL	13361	0/00/00	0	0/00/00	0	0	0	USEX 2046
			REFRIG-RBL LEASE POOL	13359	0/00/00	0	0/00/00	0	0	0	USEX 2048
			REFRIG-RBL LEASE POOL	13313	0/00/00	0	0/00/00	0	0	0	USEX 2053
			REFRIG-RBL LEASE POOL	13300	0/00/00	0	0/00/00	0	0	0	USEX 2055
			REFRIG-RBL LEASE POOL	13312	0/00/00	0	0/00/00	0	0	0	USEX 2067
			REFRIG-RBL LEASE POOL	11463	0/00/00	0	0/00/00	0	0	0	USEX 2068
			REFRIG-RBL LEASE POOL	13328	0/00/00	0	0/00/00	0	0	0	USEX 2083
			REFRIG-RBL LEASE POOL	13335	0/00/00	0	0/00/00	0	0	0	USEX 2090
			REFRIG-RBL LEASE POOL	13339	0/00/00	0	0/00/00	0	0	0	USEX 2094
			REFRIG-RBL LEASE POOL	13341	0/00/00	0	0/00/00	0	0	0	USEX 2096
			REFRIG-RBL LEASE POOL	13344	0/00/00	0	0/00/00	0	0	0	USEX 2099
			REFRIG-RBL LEASE POOL	13345	0/00/00	0	0/00/00	0	0	0	USEX 2100
			REFRIG-RBL LEASE POOL	13349	0/00/00	0	0/00/00	0	0	0	USEX 2104

N=13

ISSUE	AQ 1483-00	*	BOX-XF LOUISIANA MIDLAND RAILWAY	28948	76/12/10	1	76/12/10	15	0	0	LOAM 5000
			BOX-XF LOUISIANA MIDLAND RAILWAY	28947	76/12/10	1	76/12/10	15	0	0	LOAM 5001
			BOX-XF LOUISIANA MIDLAND RAILWAY	28946	76/12/10	1	76/12/10	15	0	0	LOAM 5002
			BOX-XF LOUISIANA MIDLAND RAILWAY	28945	76/12/10	1	76/12/10	15	0	0	LOAM 5003
			BOX-XF LOUISIANA MIDLAND RAILWAY	28944	76/12/10	1	76/12/10	15	0	0	LOAM 5004
			BOX-XF LOUISIANA MIDLAND RAILWAY	28943	76/12/10	1	76/12/10	15	0	0	LOAM 5005
			BOX-XF LOUISIANA MIDLAND RAILWAY	28938	76/12/10	1	76/12/10	15	0	0	LOAM 5006
			BOX-XF LOUISIANA MIDLAND RAILWAY	28937	76/12/10	1	76/12/10	15	0	0	LOAM 5007
			BOX-XF LOUISIANA MIDLAND RAILWAY	28942	76/12/10	1	76/12/10	15	0	0	LOAM 5008
			BOX-XF LOUISIANA MIDLAND RAILWAY	28941	76/12/10	1	76/12/10	15	0	0	LOAM 5009
			BOX-XF LOUISIANA MIDLAND RAILWAY	28940	76/12/10	1	76/12/10	15	0	0	LOAM 5010
			BOX-XF LOUISIANA MIDLAND RAILWAY	28939	76/12/10	1	76/12/10	15	0	0	LOAM 5011
			BOX-XF LOUISIANA MIDLAND RAILWAY	28936	76/12/10	1	76/12/10	15	0	0	LOAM 5012
			BOX-XF LOUISIANA MIDLAND RAILWAY	28935	76/12/10	1	76/12/10	15	0	0	LOAM 5013
			BOX-XF LOUISIANA MIDLAND RAILWAY	28934	76/12/10	1	76/12/10	15	0	0	LOAM 5014
			BOX-XF LOUISIANA MIDLAND RAILWAY	28933	76/12/10	1	76/12/10	15	0	0	LOAM 5015
			BOX-XF LOUISIANA MIDLAND RAILWAY	28932	76/12/10	1	76/12/10	15	0	0	LOAM 5016
			BOX-XF LOUISIANA MIDLAND RAILWAY	28931	76/12/10	1	76/12/10	15	0	0	LOAM 5017
			BOX-XF LOUISIANA MIDLAND RAILWAY	28930	76/12/10	1	76/12/10	15	0	0	LOAM 5018
			BOX-XF LOUISIANA MIDLAND RAILWAY	28929	76/12/10	1	76/12/10	15	0	0	LOAM 5019
			BOX-XF LOUISIANA MIDLAND RAILWAY	28928	76/12/10	1	76/12/10	15	0	0	LOAM 5020
			BOX-XF LOUISIANA MIDLAND RAILWAY	28927	76/12/10	1	76/12/10	15	0	0	LOAM 5021
			BOX-XF LOUISIANA MIDLAND RAILWAY	28926	76/12/10	1	76/12/10	15	0	0	LOAM 5022
			BOX-XF LOUISIANA MIDLAND RAILWAY	28925	76/12/10	1	76/12/10	15	0	0	LOAM 5023
			BOX-XF LOUISIANA MIDLAND RAILWAY	28924	76/12/10	1	76/12/10	15	0	0	LOAM 5024
			BOX-XF LOUISIANA MIDLAND RAILWAY	28923	76/12/10	1	76/12/10	15	0	0	LOAM 5025
			BOX-XF LOUISIANA MIDLAND RAILWAY	28922	76/12/10	1	76/12/10	15	0	0	LOAM 5026
			BOX-XF LOUISIANA MIDLAND RAILWAY	28921	76/12/10	1	76/12/10	15	0	0	LOAM 5027
			BOX-XF LOUISIANA MIDLAND RAILWAY	28920	76/12/10	1	76/12/10	15	0	0	LOAM 5028
			BOX-XF LOUISIANA MIDLAND RAILWAY	28919	76/12/10	1	76/12/10	15	0	0	LOAM 5029
			BOX-XF LOUISIANA MIDLAND RAILWAY	28918	76/12/10	1	76/12/10	15	0	0	LOAM 5030
			BOX-XF LOUISIANA MIDLAND RAILWAY	28917	76/12/10	1	76/12/10	15	0	0	LOAM 5031

COLLATERAL LISTING
CM(R6499FSU) AS OF JULY 31, 1984

7:34 FRIDAY, AUGUST 17, 1984 21

FINANCE AGREEMENT	LOT NUMBER	* CAR # TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AQ 1483-00	* BOX-XF	LOUISIANA MIDLAND RAILWAY	28916	76/12/10	1	76/12/10	15	0	LOAM	5032
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28915	76/12/10	1	76/12/10	15	0	LOAM	5033
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28914	76/12/10	1	76/12/10	15	0	LOAM	5034
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28913	76/12/10	1	76/12/10	15	0	LOAM	5035
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28912	76/12/10	1	76/12/10	15	0	LOAM	5036
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28911	76/12/10	1	76/12/10	15	0	LOAM	5037
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28899	76/12/10	1	76/12/10	15	0	LOAM	5038
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28910	76/12/10	1	76/12/10	15	0	LOAM	5039
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28909	76/12/10	1	76/12/10	15	0	LOAM	5040
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28908	76/12/10	1	76/12/10	15	0	LOAM	5041
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28907	76/12/10	1	76/12/10	15	0	LOAM	5042
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28906	76/12/10	1	76/12/10	15	0	LOAM	5043
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28905	76/12/10	1	76/12/10	15	0	LOAM	5044
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28904	76/12/10	1	76/12/10	15	0	LOAM	5045
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28903	76/12/10	1	76/12/10	15	0	LOAM	5046
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28902	76/12/10	1	76/12/10	15	0	LOAM	5047
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28901	76/12/10	1	76/12/10	15	0	LOAM	5048
		BOX-XF	LOUISIANA MIDLAND RAILWAY	28900	76/12/10	1	76/12/10	15	0	LOAM	5049

N=50

ISSUE	AQ 1487-10	* BOX-XF	ATLANTIC & WESTERN RAILWAY	28846	77/03/21	1	77/03/21	10	0	ATW	10001
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28847	77/03/21	1	77/03/21	10	0	ATW	10002
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28848	77/03/21	1	77/03/21	10	0	ATW	10003
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28849	77/03/21	1	77/03/21	10	0	ATW	10004
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28850	77/03/21	1	77/03/21	10	0	ATW	10005
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28851	77/03/21	1	77/03/21	10	0	ATW	10006
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28852	77/03/21	1	77/03/21	10	0	ATW	10007
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28853	77/03/21	1	77/03/21	10	0	ATW	10008
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28854	77/03/21	1	77/03/21	10	0	ATW	10009
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28855	77/03/21	1	77/03/21	10	0	ATW	10010
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28856	77/03/21	1	77/03/21	10	0	ATW	10011
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28858	77/03/21	1	77/03/21	10	0	ATW	10013
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28859	77/03/21	1	77/03/21	10	0	ATW	10014
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28860	77/03/21	1	77/03/21	10	0	ATW	10015
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28861	77/03/21	1	77/03/21	10	0	ATW	10016
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28862	77/03/21	1	77/03/21	10	0	ATW	10017
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28863	77/03/21	1	77/03/21	10	0	ATW	10018
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28864	77/03/21	1	77/03/21	10	0	ATW	10019
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28865	77/03/21	1	77/03/21	10	0	ATW	10020
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28866	77/03/21	1	77/03/21	10	0	ATW	10021
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28867	77/03/21	1	77/03/21	10	0	ATW	10022
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28868	77/03/21	1	77/03/21	10	0	ATW	10023
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28869	77/03/21	1	77/03/21	10	0	ATW	10024
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28870	77/03/21	1	77/03/21	10	0	ATW	10025
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28871	77/03/21	1	77/03/21	10	0	ATW	10026
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28872	77/03/21	1	77/03/21	10	0	ATW	10027
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28873	77/03/21	1	77/03/21	10	0	ATW	10028

COLLATERAL LISTING
CM(R6499FSU) AS OF JULY 31, 1984

7:34 FRIDAY, AUGUST 17, 1984 22

FINANCE AGREEMENT	LOT NUMBER	* CAR # TYPE	LESSEE NAME	INTERNAL I.D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
ISSUE	AQ 1487-10	* BOX-XF	ATLANTIC & WESTERN RAILWAY	28874	77/03/21	1	77/03/21	10	0	ATW	10029
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28875	77/03/21	1	77/03/21	10	0	ATW	10030
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28876	77/03/21	1	77/03/21	10	0	ATW	10031
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28877	77/03/21	1	77/03/21	10	0	ATW	10032
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28878	77/03/21	1	77/03/21	10	0	ATW	10033
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28879	77/03/21	1	77/03/21	10	0	ATW	10034
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28880	77/03/21	1	77/03/21	10	0	ATW	10035
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28881	77/03/21	1	77/03/21	10	0	ATW	10036
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28882	77/03/21	1	77/03/21	10	0	ATW	10037
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28883	77/03/21	1	77/03/21	10	0	ATW	10038
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28884	77/03/21	1	77/03/21	10	0	ATW	10039
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28885	77/03/21	1	77/03/21	10	0	ATW	10040
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28886	77/03/21	1	77/03/21	10	0	ATW	10041
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28887	77/03/21	1	77/03/21	10	0	ATW	10042
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28888	77/03/21	1	77/03/21	10	0	ATW	10043
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28889	77/03/21	1	77/03/21	10	0	ATW	10044
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28890	77/03/21	1	77/03/21	10	0	ATW	10045
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28891	77/03/21	1	77/03/21	10	0	ATW	10046
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28892	77/03/21	1	77/03/21	10	0	ATW	10047
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28893	77/03/21	1	77/03/21	10	0	ATW	10048
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28894	77/03/21	1	77/03/21	10	0	ATW	10049
		BOX-XF	ATLANTIC & WESTERN RAILWAY	28895	77/03/21	1	77/03/21	10	0	ATW	10050

N=49

Total number of cars = 152

SCHEDULE II

FORM OF SUPPLEMENT TO SECURITY AGREEMENT

This is a SUPPLEMENT, dated as of _____, from EVANS RAILCAR LEASING COMPANY, an Illinois corporation (herein called the Borrower), to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, (herein called the Bank).

W I T N E S S E T H

WHEREAS, the Borrower and the Bank have entered into a Security Agreement, dated as of _____, recorded with the Interstate Commerce Commission on _____, 19____ under Recordation No. _____ (herein, as amended or otherwise modified from time to time, called the Security Agreement), pursuant to which the Borrower has granted to the Bank a security interest in certain property of the Borrower (herein called the Collateral);

WHEREAS, pursuant to the terms of the Security Agreement, the Borrower is required to execute and deliver this Supplement to the Security Agreement to the Bank;

NOW, THEREFORE, in consideration of the premises, all financial accommodations now or hereafter granted by the Bank to the Borrower, the Borrower agrees as follows:

[1. Schedule I to the Security Agreement is hereby amended by adding thereto, in substitution, if applicable, for any Leases heretofore but no longer pledged pursuant to the Security Agreement, the Leases described on Schedule 1 hereto (the Scheduled Collateral) in which Scheduled Collateral a security interest is hereby granted on the same terms and conditions as stated in the Recitals to the Security Agreement and which Scheduled Collateral is and shall be, effective as of the date hereof, Collateral under the Security Agreement and governed in all respects by the terms hereof.]* /

[1. Schedule I to the Security Agreement is hereby amended, with respect to the Cars described on Schedule 1 hereto, to correct the references to the car

* / Insert for addition of Leases.

reporting marks for such Cars, as shown on said
Schedule 1, which reporting marks have been changed as
permitted by the Leases for such Cars.]*/

2. This Supplement shall be governed by and
construed in accordance with the internal laws of the
State of Illinois.

IN WITNESS WHEREOF, this Supplement has been duly
executed as of the date first above written.

EVANS RAILCAR LEASING COMPANY

By _____
Title: Vice President

ACCEPTED:

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By _____
Vice President

*/ Insert for changes in car reporting marks.

STATE OF ILLINOIS

COUNTY OF COOK

)
) SS.
)

I, _____ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be a Vice President of EVANS RAILCAR LEASING COMPANY, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument as Vice President of said corporation, pursuant to authority, given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 19__.

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

)
) SS.
)

I, _____ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument as Vice President of said corporation, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of
 , 19 .

Notary Public

SCHEDULE 1 TO
SUPPLEMENT TO SECURITY AGREEMENT

Description of Equipment
and Leases/and Receivables

<u>Type of Equipment</u>	<u>Car Reporting Mark*/</u>	<u>Car Iden- tification Number</u>	<u>Lessee*/</u>	<u>Date of Lease*/</u>	<u>Lease Term (Yrs.)*</u>	<u>Net Book Value as of</u>
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*/ Subject to change from time to time.